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Dakkota Integrated Systems, L.L.C.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:

Case No. 09-50002(AJG)
(Jointly Administered)

**OLD CARCO LLC
(f/k/a CHRYSLER LLC), et al.,**

Debtors.

Chapter 11

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**DAKKOTA INTEGRATED SYSTEMS, L.L.C.'S LIMITED OBJECTION TO NOTICE
OF (I) FILING OF SCHEDULE OF CERTAIN DESIGNATED GENERAL
AGREEMENTS AND (II) CURE COSTS RELATED THERETO**

Dakkota Integrated Systems, L.L.C. ("Creditor"), by and through its attorneys, Varnum LLP, hereby files this limited objection to the Notice of (I) Filing of Schedule of Certain Designated General Agreements and (II) Cure Costs Related Thereto, which was filed on July 13, 2009 [Docket No. 4609] (the "Second Designation Notice") as follows:

1. On May 3, 2009, Old Carco LLC f/k/a Chrysler LLC (the "Debtors") filed a motion (the "Sale Motion") with the Court seeking, among other things, (a) authority to sell substantially all of the Debtors' assets free and clear of all liens, claims and encumbrance; (b) approval of certain procedures (the "Bidding Procedures") for the solicitation of bids with respect to the Sale Transaction (as defined in the Bidding Procedures); (c) authority to assume and assign certain executory contracts and unexpired leases in connection with the Sale Transaction; (d) approval of that certain settlement agreement between the Purchaser and the International

Union, United Automobile, Aerospace and Agricultural Implement Workers of America to be executed at the closing of the Sale Transaction and (e) scheduling of a final hearing with the Bankruptcy Court for approval of the Sale Transaction [Docket No. 492] (the "Procedures Order"). On May 31, 2009, the Court granted the Sale Motion. The Sale Transaction closed on June 10, 2009.

2. On Thursday, June 11, 2009, Creditor and the Debtors executed a letter agreement whereby the Debtors agreed to (a) designate certain agreements and purchase orders with Creditor for assumption and assignment to Chrysler Group LLC f/k/a New CarCo Acquisition LLC (the "Purchaser") and (b) a cure amount of USD \$6,000,000 (the "Cure Amount").

3. On June 12, 2009, the Debtors filed a Notice of Filing of Schedule of Certain Designated Agreements and Cure Costs Related Thereto [Docket No. 3960] (the "First Designation Notice").

4. Creditor is listed on Exhibit A of the First Designation Notice with a cure amount of \$6,000,000.

5. On June 18, 2009, the Purchaser filed an Assumption by Debtors and Assignment To Purchaser of Certain Executory Contracts and Unexpired Leases and Cure Costs Related Thereto [Docket No. 4089] (the "Assumption Notice").

6. Creditor is listed on Exhibit A of the Assumption Notice with a cure amount of \$0.00.

7. On June 24, 2009, Creditor filed a Limited Objection to Notice of Assumption by Debtors and Assignment To Purchaser of Certain Executory Contracts and Unexpired Leases and Cure Costs Related Thereto to clarify that the Cure Amount was \$6,000,000 [Docket No. 4292].

8. On July 13, 2009, the Debtors filed the Second Designation Notice.

9. Rush, an affiliate of Creditor, is listed on Exhibit A of the Second Designation Notice with a cure amount of \$0.00. Rush is not a counter-party to the Confidentiality Agreement referenced on Exhibit A. Creditor is the correct counter-party and should be listed on Exhibit A.

10. Creditor is not aware of any confidentiality agreement except as included in agreements already assumed pursuant to the First Designation Notice and the Assumption Notice.

11. To date, Creditor has not received the Cure Amount of \$6,000,000.

12. Accordingly, Creditor objects to the Second Designation Notice and the Cure Amount to the extent they do not account for the total prepetition cure amount for purposes of Section 365(b) of the Bankruptcy Code in the amount of \$6,000,000.

WHEREFORE, Creditor requests that the Court enter an order:

(A) Amending Exhibit A of the Second Designation Notice to reflect Creditor, not Rush, as the listed party;

(B) Granting Creditor a pre-petition cure amount in the total amount of \$6,000,000 as a condition for the Debtors to assume and assign Creditor's executory contract pursuant to the terms set forth in the Second Designation Notice; and

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(C) Granting such other and further relief as the Court deems just and appropriate.

Respectfully submitted,

Varnum LLP

Dated: July 22, 2009

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